

CITY OF KENT
and
TEAMSTERS LOCAL UNION #117, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2014 - DECEMBER 31, 2016

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PREAMBLE

This Agreement is between the City of Kent (hereinafter called the City) and the Teamsters Local Union #117, affiliated with the International Brotherhood of Teamsters, (hereinafter called the Union), collectively herein referred to as the Parties for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the exclusive collective bargaining representative. Furthermore, the City and the Union agree that the efficient and uninterrupted performance of municipal functions, the establishment of fair and reasonable compensation, benefits, working conditions and job security for employees of the City is a primary purpose of this Agreement.

This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its unionized employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences are intended to contribute to the continuation of good employee relations, to provide an environment where the City's municipal values are practiced, and to be in all respects in the public's interest.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1 Union Recognition

The City hereby recognizes the Union as the exclusive bargaining representative for all work performed by benefitted full-time, benefitted part-time, temporary limited term, seasonal, non-benefitted part-time, and variable hour employees, who work for the City of Kent in the following department/divisions: public works operations, parks maintenance, golf maintenance, facility maintenance, and housing and human services, and finance customer service, and whose positions are allocated to classifications listed on Appendix "B".

Temporary limited term, seasonal, non-benefitted part-time, and variable hour employees shall be recognized as bargaining unit members and are supplementary to the regular work force and shall not be used to undermine the integrity of the bargaining unit. Temporary limited term, seasonal, non-benefitted part-time, and variable hour employees shall be provided the opportunity to apply for bargaining unit job opportunities as defined in Section 3.8. Temporary limited term, seasonal, non-benefitted part-time, and variable hour employees are eligible for participation in the PERS system as provided by state law.

Section 1.2 Definitions

A. Benefitted Employees

1. Full-Time Employee. An employee hired by the City to work forty (40) or more hours per work week on a continuous basis. Full-time employees shall be entitled to all provisions of this agreement.

2. Part-Time Employee. An employee hired by the City to work a minimum of

thirty (30) hours but less than forty (40) hours per work week on a continuous basis with a weekly set schedule. Part-time employees may work forty (40) or more hours per work week on occasion based on an operational necessity. Leave benefits shall be prorated in accordance with the percentage of full time hours compensated. Part-time employees shall be entitled all other provisions of this agreement.

- a. Grandfathered - Part-Time Employees: An employee who was hired on or before December 31, 2013 to work a minimum of twenty one (21) hours but less than thirty (30) per work week on a continuous basis. Grandfathered part-time employees may work more hours per work week on occasion based on an operational necessity. If a grandfathered part-time employee transfers to another position within the City or the incumbent severs employment with the City the position will no longer be grandfathered. The vacated position's hours must be increased to a minimum of thirty (30) hours per week in order to retain benefits.

3. Temporary Limited Term Employee. An employee who is hired by the City to work thirty (30) or more hours per week, not to exceed a two (2) year term without the Human Resources Director's approval but in no circumstance will exceed a four (4) year term. Term limited employee's body of work has a clearly identifiable end that is naturally concluding rather than open-ended or ongoing. Term limited employees shall be entitled all other provisions of this agreement.

B. Non-Benefited Employees – Non-benefited employees shall not exceed 60,000 hours per calendar year.

1. Seasonal Employee. An employee who is hired by the City to work thirty (30) or more hours per week for a period of time not to exceed six (6) months. The term of employment for a seasonal employee initiates in the month in which they are hired. For example, if a seasonal employee is hired on March 1st or 31st, the month of March shall count as one month of employment. The necessity of the employee and the body of work to be preformed is dictated by a "season". The work will have predictable periods of activity and inactivity. Seasonal employees are considered at-will employees and can be disciplined and terminated without cause and cannot use the procedures under Article 8 to grieve or otherwise appeal a discipline or a job separation of any kind. Seasonal employees shall not be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, seasonal employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.

Employees hired in this classification must have a minimum of twenty-six (26) weeks/six (6) months of separation from City employment prior to being eligible to be hired back into a temporary non-benefited position by the city.

The six (6) months of separation shall start on the 1st of the month following the employee's separation date.

The parties agree that seasonal employees are entry level employees who are employed to assist and work under the direction of classifications outlined in Appendix A.

2. Variable Hour Employee. An employee who is employed by the City to work a fluctuating or intermittent schedule. The hours worked by variable employees shall not exceed one thousand four hundred (1400) hours in any calendar year. Variable employees shall not be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, variable hour employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.
3. Non-Benefitted Part-Time Employee. An employee hired by the City to work up to thirty (30) hours per week on average (excluding employees referenced in 1.2.B.1), but less than one thousand five hundred sixty (1,560) hours in a calendar year. Non-benefitted part-time employees shall not be entitled to any other provisions or benefits of this agreement, except as provided in Article 17; however, non-benefitted part-time employees may be eligible for membership in the Public Employees Retirement System (PERS) as provided by state law.

Section 1.3 Dispute Resolution

Any dispute arising in the future as to the inclusion or exclusion of a position from the bargaining unit will be presented to the Public Employment Relations Commission (PERC) for determination.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

Section 2.1 Mandatory Options - Union Membership

All employees of the City covered by this Agreement who are members of the Union on or after the effective date of this Agreement shall remain in good standing of the Union. Failure to comply with this condition shall, upon the written request of the Union, result in the immediate discharge of the employee.

New employees who are employed after the time this Agreement becomes effective shall, not later than thirty (30) calendar days after the commencement of such employment, become and remain members in good standing in the Union. The Employee and the Union agree that the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member shall be protected at all times and such public employees shall pay such sum as is provided in RCW 41.56, "Chapter 59, Laws of 1973".

The City agrees to submit to the Union, an employee register of the bargaining unit employees. The register shall be submitted to the Union within 3 working days of the 15th of each month.

Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.

Section 2.2 Dues Deduction

The City agrees to deduct from the paycheck of each employee who is covered by this collective bargaining agreement and who has so authorized it, the monthly dues uniformly required of members of the Union, initiation fees and assessments. The amount shall be deducted semi-monthly and shall be transmitted monthly to the Union on behalf of the employees involved. If dues are not deducted in one (1) month for any reason, they shall be deducted after acceptable payment arrangements have been made with the Union. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. No portion of the fund collected by the union under this provision shall be used for support of political purposes in Kent. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article, unless a dispute arises as a result of an error committed by the City.

It shall be a condition of employment that all represented temporary seasonal, non-benefitted part-time and variable hour employees as defined in Section 1.1, shall pay to the Union a service fee in the amount of 1.3% of regular gross pay (not-overtime) for all hours of employment. This service fee shall be paid in lieu of the membership provisions required of benefitted employees in the bargaining unit. Benefitted employees shall be required as a condition of employment to pay initiation fees and assessments as determined by the union.

Section 2.3 List of Employees Furnished by Union

The Union will furnish to the City before the first day of each month a list of the employees for whom dues shall be withheld.

Section 2.4 Union Refund to Employer

The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

Section 2.5 Payroll Deduction for DRIVE

The City shall, upon receipt of a written authorization form that conforms to legal requirements and upon a minimum of 20 participating employees, deduct from the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union, in

accordance with the below instructions. The Union does not intend for the administration of this deduction to be overly burdensome to the City.

The Employer shall transmit to:

D.R.I.V.E
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington, D.C. 20001

The City will send on a monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's employee number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE 3 - SENIORITY

Section 3.1 Seniority Definition

- A. Seniority shall, for the purposes of longevity pay and leave accruals, be defined as an employee's length of continuous service as a benefitted employee with the City, less any adjustments due to layoffs or for approved leaves of absence without pay.
- B. Seniority shall, for the purposes of layoff and recall, be defined as an employee's length of continuous service as a benefitted employee within the bargaining unit, less any adjustments due to layoffs or for approved leaves of absence without pay.
- C. Seniority shall, for all other purposes of this Agreement, be defined as an employee's length of continuous service as a benefitted employee within their respective division (reports to the same Superintendent), less any adjustments for approved leaves of absence without pay.

Section 3.2 Probationary Period

- A. New Hires. All benefitted employees as defined in Section 1.2.A.1, and Section 1.2.A.2 shall serve a new hire probation period of twelve (12) months. Probationary employees shall not be subject to the just cause, grievance and arbitration provisions of this agreement, except as provided in Article 8; however, they are subject to all other terms, conditions and benefits of this agreement. New hires shall not accrue seniority until completion of their new hire probation period, at which time their seniority will be retroactive to the date of employment as benefitted employees. New hires will be eligible for a step increase upon completion of twelve (12) months of probation provided they

receive a satisfactory performance evaluation during the twelve (12) month probationary evaluation period.

- B. Transferred or Promoted Employees. All benefitted employees who transfer to another division (reports to a different Superintendent) or who are promoted to a higher classification shall be considered special trial employees and must successfully complete a six (6) month special trial period before being permanently appointed to the new position/classification. For the purpose of this agreement, special trial employees who are employed as benefitted non-new hire trial employees (employees who have passed their new hire probation period) shall be considered as and entitled to all benefits of non-trial employees of the bargaining unit.

If either the special trial employee or the City determines that the employee either does not want to continue in the new position or has failed to demonstrate that he or she can completely and satisfactorily perform the job within the special trial period, the deciding party shall provide written notification to the other party of such decision. The employee shall then revert back to his/her former position by providing written notice to the former position's Superintendent.

- C. Termination. Probation employees may be terminated without just cause and without recourse to the grievance procedure.

Section 3.3 Seniority Cancellation

An employee's seniority shall be canceled under any of the following circumstances:

- A. The employee resigns;
- B. The employee is discharged;
- C. The employee retires;
- D. The employee is laid off for a continuous period of twelve (12) months or more;
- E. The employee fails to return to work subsequent to and in accordance with the terms of an approved leave; or
- F. The employee fails to return to work from layoff on the date specified by the City in a recall notice delivered to the employee or mailed to the employee's last known address on file with the City, providing such notice grants the employee five (5) working days advance notice to report.

Section 3.4 Layoff/Personnel Reduction

- A. The City shall determine when layoffs or personnel reductions are necessary and the classifications in each division to be laid off or reduced.
- B. Employees in a division affected by layoffs shall be laid off in the reverse order of seniority as defined in Section 3.1.B Seniority Definition, and Section 3.2.A Probationary period.

In the event of a reduction in the number of positions in a higher classification within the same division, affected employees in that division shall be reduced in the reverse order of the employee's length of continuous service as a benefitted employee in that classification. Time spent in higher bargaining unit classifications(s) shall be included in the employee's lower classification's seniority. An employee may transfer his/her classification seniority within their division, resulting in the least senior employee within that classification being bumped. Then the least senior employee in that classification will bump to the next lower classification within the employee's division in which the employee has the necessary seniority and qualifications for the job. The employee may elect to accept a layoff in lieu of bumping. Employees choosing not to bump shall be considered laid off and afforded all benefits and rights accordingly. Employee shall have three (3) working days (Monday through Friday, excluding holidays) from receipt of written "Layoff Notice" to select their bumping option, if they have any, or to accept a layoff in lieu of bumping. Employees having bumping rights due to a more senior employee's choice not to "bump" shall have three (3) working days (Monday through Friday, excluding holidays) from written notification of these bumping options to make their selection.

- C. Where an employee has no option to bump to another benefitted position within the division, he/she may bump into a temporary position. Accepting any temporary position within the City shall not disqualify an employee for recall. Employees that are laid off from a benefitted position shall receive severance and shall be eligible for recall even if they accept a temporary position.
- D. Layoff and bumping shall not result in a promotion for any employee.
- E. The City reserves the right to retain qualified employees in vital positions if the position's unique skills or certification requirements are needed to meet the City's legal responsibilities or to serve the public's interest. Such vitally positioned employees shall be exempt from the seniority layoff or personnel reduction. Management shall determine which positions are considered vital to City operations. The City shall provide the Union with a listing of positions that have been identified as vital to include the justification for the decision. This listing shall be provided to the Union prior to implementing layoffs.

When more than one (1) employee has the same seniority, as defined in Section 3.1 Seniority Definition, for layoff/personnel reduction, each employee's cumulative service with the City of Kent (including service outside of the bargaining unit and as a temporary), shall be considered in determining the order of layoff/reduction.

- F. When issues/complications arise relating to layoff/reduction procedures, the parties agree to meet in Labor Management to discuss the details.
- G. Within a division, all seasonal, variable hour, temporary limited term and non-benefitted part-time employees shall be separated prior to any benefitted full-time or benefitted part-time employee being laid off. The City further agrees not

to hire within a division any seasonal, variable hour, temporary limited term and non-benefitted part-time employees while a benefitted employee is on the lay-off list in that division.

- H. Employees who accept a voluntary demotion in place of layoff shall have recall rights, per Section 3.6, for the position from which they voluntarily demoted.

Section 3.5 Transfer of Seniority

An employee with established seniority who is laid off may transfer his/her seniority to another department/division within the bargaining unit in which he/she successfully completed probation and worked for twelve (12) months or more. To accomplish this, the employee must demonstrate that he/she possesses the appropriate certifications and licenses and can perform the work without additional training. It shall be the responsibility of the employee to maintain such licenses and certifications. Requests for transfer must be made to the Human Resources Department in writing within three (3) calendar days of the layoff notice.

The City will pay the cost of maintaining the required licenses and certifications for the last benefitted position held in the bargaining unit by the employee. Such costs shall include the actual cost of renewing the license or certification and the cost of registration for required training to maintain the license or certification. All other expenses shall be the responsibility of the employee. In addition, the employee must use their own time to attend any required training in order to maintain such licenses and certifications. Maintenance of such licenses and certifications by the employee shall be voluntary. However, if the employee allows their license or certification to lapse the City shall have no further obligation under this section.

Section 3.6 Recall

The City shall recall laid off employees for bargaining unit vacancies of equivalent or lower level classification within the division from which the employees were laid off or reduced. The vacancy shall be filled by the most senior employee, as defined in Section 3.1 Seniority Definition, so long as the employee meets the qualifications of the vacant position. The recalled employee shall be notified in writing, via U.S. certified mail or electronic mail, to the employee's last known address or email on file with the City, and shall be provided at least five (5) working days advance notice to report back to work. Upon the employee's return to work, the employee must meet the qualifications for the job within the same timeframe that a new hire would be required to meet for the vacant position. If the laid off employee(s) have not maintained or fails to obtain the qualifications for the position as required of a new hire, the City reserves its right to fill the vacant position in accordance with the provisions of Section 3.8 Job Openings.

Refusal to accept or acceptance of a benefitted position offered by the City within the five (5) working days' notice during the eighteen (18) month period following layoff shall terminate the employee's recall rights.

Employees bumping into temporary Teamster positions shall also have recall rights for

eighteen (18) months from the date of layoff.

Section 3.7 Transfer to Different Position

The City may not transfer an employee to a different position at any time either temporarily or permanently, without mutual agreement.

In addition, the City may offer lateral transfers to eligible employees within a division (reporting to a specific Superintendent). Where knowledge, skills, abilities, work experience, and performance are equal, as determined by the City, the position will be awarded on the basis of seniority.

Section 3.8 Job Openings

If a job opening occurs within the bargaining unit, the City shall first post the position internally for all active City employees. Laid off employees shall be considered "active" for purposes of internal job postings for up to eighteen (18) months from layoff date. Laid off employees will be responsible to check on open job postings. All openings shall be posted internally at least five (5) work days via City email, prior to posting the job to outside applicants. The City agrees to provide working computers that are easily accessible by the members.

Upon closing a job posting, the City may establish an eligibility list for each job opening within a division. Such eligibility lists shall be established by classification within a division, i.e., Maintenance Work 3, Golf Course. The City may hire from an eligibility list for a period not to exceed twelve (12) months.

Where qualifications, skills, abilities and work history of the finalists are equal, as determined by the City, preference shall be given to the bargaining unit employee.

ARTICLE 4 – LABOR MANAGEMENT COMMITTEE

The City and the Union agree continuing cooperation between labor and management is important, and further, from time to time suggestions and complaints of a general nature affecting the Union and the City need consideration. To accomplish this end, the City and the Union agree that duly authorized representatives of the Union shall function as one-half of a Labor Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The Parties agree that the Labor Management committee cannot alter the terms and conditions of this agreement.

ARTICLE 5 - HOURS OF WORK

Section 5.1 Work Schedules

The City recognizes the following work schedules for employees within the bargaining

unit; exclusive of their meal periods.

9/80's: A 9/80's schedule spans a two week period and the schedule is determined by the day of the week chosen as the flex day, i.e., Monday or Friday. The following is an example of a 9/80's schedule with every other Friday off:

The First week consists of four consecutive nine (9) hour work days, followed by one eight (8) hour work day followed by two consecutive days off. The second week consists of four (4) consecutive nine (9) hour days followed by three (3) consecutive days off.

5/8's: Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off

4/10's: Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off

4/9's + 4: Four (4) consecutive nine (9) hour days followed by one four (4) hour day, followed by two (2) consecutive days off; or one four (4) hour day followed by four (4) consecutive nine (9) hour days followed by two (2) consecutive days off

The parties recognize that the majority of employees in Public Works Operations work the 9/80's work schedule; Parks Operations uses a variety of the above schedules; and a majority of employees at the Golf Course utilize the 4/9's+4 schedule. The parties agree that these schedules will continue for the duration of this Agreement, except that, the City reserves the right, with fourteen (14) calendar days written notice, to revert to one of the work schedules listed above if issues of safety or operational need arise.

The parties further recognize that operational need may require the creation of new work schedules. New work schedules shall be discussed in joint Labor/Management Committee and shall require mutual agreement and proper notice before implementation of any new schedules.

Section 5.2 Shift Start and End Times

The City will establish regular start and end times for shifts based on the work schedules outlined in Section 5.1. Each work schedule may have a variety of start and end times based on operational need and may be adjusted seasonally for safety purposes. The City reserves the right, with fourteen (14) calendar days' notice, to adjust the start and/or end time of a shift. The fourteen (14) day notice period may be waived by mutual agreement of the City and the Union.

Section 5.3 Overtime

Overtime shall be paid at the rate of one and one-half (1½) the employee's regular straight-time hourly rate of pay. In computing overtime, the nearest one-quarter (1/4) hour shall be used. All overtime work must be pre-authorized by the employee's Superintendent and/or the division designee. Employees are eligible for overtime

compensation in accordance with the following:

- A. Benefitted full time employees may accrue overtime for all authorized hours worked in excess of their regular scheduled workday (minimum of eight (8) hours per workday), or forty (40) hours in a workweek, whichever comes first.
- B. Benefitted part-time employees may accrue overtime for all authorized hours worked in excess of their regular scheduled workday (minimum of eight (8) hours per workday), or forty (40) hours in a workweek, whichever comes first.
- C. Temporary employees may accrue overtime for all authorized hours worked in excess of forty (40) hours in a workweek. However, during a week in which there is a City observed holiday, temporary employees who work in excess of their scheduled workday (minimum of eight (8) hours per workday) shall be paid at the overtime rate for the excess hour(s) worked.
- D. Bidding and mandating of overtime shall be in accordance with Appendix "D" of this agreement.

Section 5.4 Compensatory Time

Compensatory time may be requested by members of the bargaining unit in lieu of cash. Such compensatory time, if approved by the City, shall be earned at the rate of time and one-half. The amount of compensatory time allowed to be accrued by bargaining unit members shall be one hundred (100) hours. Employees with balances above one hundred sixty (160) hours on 12/31/13 will have until 6/30/14 to use the excess hours; unused hours above 100 will be cashed out on the 7/5/14 paycheck.

Accrued compensatory time off may be used by members of the bargaining unit in not less than one (1) hour increment. Employees who wish to take one (1) full shift or less of compensatory time off must receive pre-approval for such leave use from the supervisor. Employees who wish to take more than one (1) full shift of compensatory time off must provide a minimum of three (3) working days written notice of their intent to use compensatory time and receive pre-approval from their superintendent for such leave use. This notice requirement does not prohibit the superintendent from allowing employees to use compensatory time off with less notice as staffing levels permit. The City will make every effort to accommodate requests for use of compensatory time, unless such request would unduly disrupt the employer's operation or would result in the City having to withdraw previously approved vacation leave request from a co-worker in the same work section/unit.

Employees may request a cash out of their accumulated compensatory time twice a year by making a written request to their division manager no later than June 15th for payment in July and November 15th for payment in December.

Section 5.5 Schedule Changes - Notice

In the event the City decides to change the employee's work schedule, the City agrees to provide a fourteen (14) calendar days' notice prior to the effective date of such change, except for emergency situations which make it impractical to give such notice. Schedule changes may also be made with less than fourteen (14) calendar days' notice if such change is mutually agreeable between employee and management. The City will not adjust work schedules by making short term schedule changes, defined as changes of less than five (5) consecutive working days, solely for the purpose of avoiding payment of overtime.

Section 5.6 Meals and Rest Periods

Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees may not forego taking their rest breaks without pre-approval from their Superintendent or designee. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks. Rest breaks will generally be taken near the work site where an employee is designated.

Employees shall be granted an unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour during each work shift, unless otherwise established by mutual agreement between the superintendent and the employee. The City shall make a reasonable effort to assign employees their meal period at the mid-point of the shift or at the fifth (5th) consecutive hour of work and shall make a reasonable effort not to interrupt the employee's meal period. However, if the meal period is interrupted the Employee will be paid for their entire meal period. Employees may not forgo their meal period without prior approval of their superintendent or designee. Employees authorized to forgo their meal period shall be compensated for all hours worked and shall be paid time and one half for their meal period. Management retains the right to determine the rest and meal periods.

Section 5.7 Call Back

Employees who are required to return to work as the result of a call-back prior to 9:00 pm shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they are called back, exclusive of travel time. This provision applies only when such call back results in hours worked which are not annexed consecutively to one end or the other of the working day.

Employees called back to work on a recognized holiday shall receive three (3) hours pay for each call back, exclusive of travel time.

Employees who are required to return to work as the result of a call-back after 9:00 pm shall receive a minimum of four (4) hours pay at the overtime rate for the work for which they are called back, exclusive of travel time.

If an employee is called back to work prior to 9:00 pm after having returned home from

a previous call back, an additional three (3) hours work at the overtime rate shall be paid, exclusive of travel time. If an employee is called back to work after 9:00 pm after having returned home from a previous call back, an additional four (4) hours work at the overtime rate shall be paid, exclusive of travel time.

Example 1: an employee gets called back to work from 6:30 pm to 8:00 pm, and then gets called back at 8:30 pm, they would receive 3 hours overtime for the first callback and 3 hours overtime for second callback.

Example 2: an employee gets called back to work from 6:30 pm to 8:00 pm, and then gets called back at 9:30 pm, they would receive 3 hours overtime for the first callback and 4 hours overtime for second callback.

The City reserves the right to retain the employee at the work site on a call back when notified in advance or during an emergency.

Section 5.8 Phone Calls/Work at Home

If an employee, who is not on standby, receives a work related telephone call outside their normal work schedule and is able to resolve the issue without having to return to work they shall be compensated based on the actual time spent resolving the issue rounded to the nearest thirty (30) minute increment, paid at the overtime rate. Except that calls received between 8pm to 6am, Monday-Friday, or 8pm to 8am on Saturday or Sunday, or a holiday, shall be rounded to the nearest hour increment.

Employees on standby who receive a work related telephone call outside their normal work schedule and are able to resolve the issue without having to return to work shall be compensated based on the actual time spent resolving the issue rounded to the nearest fifteen (15) minute increment, paid at the overtime rate. Except that calls received between 8pm to 6am, Monday-Friday, or 8pm to 8am on Saturday or Sunday, or a holiday, shall be rounded to the nearest half hour increment.

Section 5.9 Mandatory Standby Duty

The City reserves the right to establish a mandatory standby program. Employees on standby shall be required to carry a pager device and be able to respond immediately to callback situations without restrictions or impairments. Employees assigned to mandatory standby shall receive two dollars and sixty cents (\$2.60) per hour. Standby periods shall be determined by the City.

Section 5.10 Shift Differential

A week night shift differential pay of fifty-five cents (\$0.55) per hour will be paid for all hours worked by an employee when a majority of his or her regularly scheduled shift hours occur before 7:30 AM or after 4:00 PM Monday through Friday.

A weekend shift differential pay of sixty cents (\$0.60) per hour will be paid for all regularly scheduled hours worked on Saturday and Sunday.

Shift differential will not be paid for any time off on leave or for overtime hours worked. Shift differential only applies to benefitted full time and, benefitted part-time employees. There shall be no pyramiding of shift differential pay(s) and/or overtime pay.

In exchange for shift differential pay the Union agrees to work with the City in developing alternative work schedules and shifts that provide coverage seven days a week, and for a minimum of sixteen (16) hours per day.

Section 5.11 Scheduled Overtime and Emergency Shifts

Employees scheduled to work an overtime shift or an emergency twelve (12) hour shift (i.e. snow storm), who upon arrival to work, are then sent home shall be entitled to the minimum call back provisions as defined in Section 5.7.

Section 5.12 Reporting Pay for regular scheduled shifts

A regularly scheduled employee who reports for work on any of his regularly scheduled workdays or nights, and is not put to work, or is prevented from completing his shift through no fault of his own, shall be paid for his regularly scheduled shift. To receive such compensation, an employee must work if requested to. The Employer may assign employees to do other work, except during the periods of normal rest, and the nature of the other work assigned to the employee shall relate to those duties typically performed and for which the employee is qualified.

Section 5.13 Leave Without Pay

All leave without pay use must be pre-approved by the employee's Manager, Superintendent or designee. All appropriate leave must be used prior to leave without pay being approved.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1 Business Representatives of the Union

The Business Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purpose of conducting necessary Union business and investigating grievances, provided such representative does not interfere with the normal work processes. The Business Representative shall notify the Human Resources department and/or appropriate Department Head or his/her designee prior to visiting City facilities for the purpose of conducting necessary Union business or investigating grievances, except in emergency situations.

Section 6.2 Employee Upholding Union Principles/Performing Duties

The City agrees that the employees covered by this contract shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union, as long as their activities do not interfere with normal work processes of the City. Provided, however, it shall not be a violation of this Agreement or cause for discharge or discipline for any employee to refuse to cross a legal, primary picket line sanctioned by Joint Council of Teamsters No. 28 or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, so long as an employee's refusal to cross such a recognized picket line shall not interfere with the delivery of City services. Whenever possible, in the event of a picket line established at a place of business during a labor dispute, the City will make every effort to utilize non-union personnel to cross picket lines so as not to interfere with the delivery of City services.

Section 6.3 Attendance at Meetings

The Shop Steward or a Union Officer shall be allowed fifteen (15) minutes before or after a new employee's orientation to meet with the employee to discuss the Collective Bargaining Agreement, the Union, and any other related concerns that the new employee may have.

ARTICLE 7 - DISCIPLINARY ACTION

Section 7.1 Disciplinary Action by the Employer

The City shall not discipline, suspend or discharge an employee without just cause. All notices of discipline and/or suspension and/or discharge, to be considered valid, will be provided, in writing, to the affected employee(s) within twenty (20) calendar days from the date the City became aware of the occurrence of the violation claimed by the City, in cases where an investigation is required the City shall make every effort to issue the disciplinary notice within (20) calendar days of the investigative result. Employees are required to sign the corrective action as an acknowledgement of receipt. Such signature does not constitute acceptance of the corrective action. A copy of such action will be provided to the Union.

Administrative Leave - The Employer reserves the right, should the situation present itself, to place an employee on administrative leave, with pay, for any circumstance when an employee is relieved of duty pending the need for an investigation of alleged misconduct that could lead to corrective action. The Employer shall use its best effort to expedite the investigation/administrative proceedings for all employees on leave.

The City agrees with the principles of progressive discipline as part of the just cause standard. Disciplinary action generally includes the following progressive steps:

1. Oral reprimand, which shall be reduced to writing although not placed in the employee's personnel record;
2. Written reprimand;

3. Suspension or demotion; and
4. Discharge

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which will be subject to the just cause and the grievance procedure.

The Parties agree that there is a benefit to coaching and counseling sessions between the employee and a supervisor. Coaching and counseling shall not be considered discipline and documentation shall not be placed in employee personnel file.

Section 7.2 Meetings Relative to Discipline

In the event the Employer requires an employee to attend a meeting for purposes of discussing an incident which may lead to suspension, demotion or termination of that employee, the employee shall be advised of his/her right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, he/she shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall acknowledge such in writing.

Section 7.3 Disciplinary/Personnel Records

Employee Personnel files are the responsibility of the Human Resources Department. Employee Personnel files are confidential, except to the extent that disclosure is required by law or court order, and shall be accessed only by the following individuals:

- a) Employee;
- b) Employee's supervisor/ department director;
- c) Human Resources Director or designee;
- d) An attorney representing the City of Kent in legal matters as approved by the Human Resources Director; and
- e) Employee's Union Representative upon written authorization from the Employee.

The Human Resources Director is designated guardian of the City's Personnel records and bears the responsibility for lost files. Therefore, no Personnel file will be allowed to leave the immediate area of the Human Resources Department without authorization of the Human Resources Director. All files will be allowed examination by an authorized individual while in the presence of authorized Human Resources staff.

No materials shall be included in an Employee Personnel file without the knowledge of the employee and the consent of the Human Resources Director, or designee. Employees may submit letters or documents related to their employment to the Human Resources Director, or designee, to be included in their personnel file. Rebuttals to performance evaluations and disciplinary actions shall be attached and maintained in accordance with the retention schedule for the document related to the specific employment action.

Documentation of disciplinary action shall be maintained in the employee's personnel file in accordance with the following schedule, provided that exceptions to this schedule, for earlier removal of documentation, may be approved by the Human Resources Director, or designee.

Written Reprimands:

All notices of written reprimand for the purpose of advancing further discipline shall remain in effect for a period of three (3) years from the date of issuance of the corrective action and written reprimands shall be purged from the employee's personnel file after five (5) years from the date of the reprimand, provided no other similar discipline has subsequently occurred. Purged written reprimands will be kept in an archived file to be maintained as required by the State Archives and Records Management Division.

Suspensions:

All notices of suspension shall remain in effect for the purpose of advancing further discipline for a period of four (4) years from the date of issuance of the suspension with the exception of proven harassment resulting in a suspension. Notice of suspension action resulting from harassment will not be purged from an employee file. All other notices of suspensions shall be purged from the employee's personnel file after (5) years from the date of the reprimand, provided no other similar discipline has subsequently occurred. Purged notice of suspensions will be kept in an archived file to be maintained as required by the State Archives and Records Management Division.

Demotions:

Permanent record of the employee's personnel file.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Grievance or Dispute Over Provisions of Agreement

Benefitted employees as defined in Section 1.2.A.1, 1.2.A.2, and 1.2.A.2.a, and who have passed probation as defined in Section 3.2, are subject to Section 8.1.A of this Article.

Temporary limited term, variable hour and non-benefitted part-time employees as defined in Section 1.2.A.3, 1.2.B.2 and 1.2.B.3 are considered at will and are not subject to any part of this Article if they work less than two thousand eighty (2,080) hours. Upon completion of two thousand eighty (2,080) hours, these employees are subject to Section 8.1.B of this Article for "just cause" protections. Employees in these classifications who have worked two thousand eighty (2,080) hours and are promoted to a benefitted classification (as defined in Section 1.2.A.1 and 1.2.A.2), shall continue to be allowed provisions of Section 8.1.B until the employee passes probation as defined in Section 3.2 at which time the employee shall be allowed the process under Section 8.1.A.

Seasonal employees as defined in Section 1.2.B.1 are considered at will and are not subject to any part of this Article.

- A. A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee or group of employees with respect to a violation of the express provisions of this Agreement. If the parties mutually agree, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in a labor-management forum. If a resolution is not agreed to, the grievance process shall continue.

Grievances shall be resolved in the following manner. Failure to follow the time frames set forth below shall constitute waiver of the grievance.

Step 1. Any Grievance shall be reduced to writing and submitted to the Superintendent or Division Manager by the employee and/or the Union within ten (10) working days of the occurrence of the alleged incident giving rise to such grievance. The written grievance shall include a statement of the issue, the section(s) of the agreement allegedly violated, facts of the case and remedy sought. Every effort shall be made to resolve all grievances at this level. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 2. Grievances not settled within ten (10) working days following Step 1, shall then be presented, in writing, by the Union directly to the Department Director or designee. The Department Director shall submit a decision, in writing, on the grievance within ten (10) working days from the date the grievance was first presented to him/her. Copies of the decision shall be provided to the employee or employees requesting the grievance decision and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 3. Grievances not resolved at step 2, may be presented in writing by the Union to the Human Resources Director, or designee within ten (10) working days of the Step 2 response. The Human Resources Director shall submit a written decision on the grievance within ten (10) working days from receipt to the employee(s) and the Union.

Step 4. In the event the decision reached by the Human Resources Director is unsatisfactory to the parties presenting the grievance, the grievance may, within ten (10) working days, be submitted to arbitration. The Union and the City shall mutually select an arbiter under Federal Mediation and Conciliation Services listing Washington and Oregon Arbiters.

- A. The Arbiter shall render his/her decision based on interpretation and applications of the provisions of this Agreement. The decision shall be

in writing and copies shall be sent to the City and the Union.

- B. The decision of the Arbiter shall be final and binding upon all parties to the grievance, provided the decision does not involve action by the City which is beyond its jurisdiction.
- C. Neither the Arbiter nor any persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- D. All expenses incurred in the arbitration process shall be borne as follows:
 - 1. Expenses incurred by the Union shall be borne by the Union.
 - 2. Expenses incurred by the City shall be borne by the City.
 - 3. Expenses or fees of the Arbiter shall be borne equally by the Union and the City.

B. Grievance process for temporary employees described above.

Step 1. A grievance regarding a punitive action shall be reduced to writing and submitted to the Superintendent or Division Manager by the employee and/or the Union within ten (10) working days of the occurrence of the alleged incident giving rise to such grievance. The written grievance shall include a statement of the issue, the section(s) of the agreement allegedly violated, facts of the case and remedy sought. Every effort shall be made to resolve all grievances at this level. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 2. Grievances not settled within ten (10) working days following Step 1, shall then be presented, in writing, by the Union directly to the Department Director or designee. The Department Director shall submit a decision, in writing, on the grievance within ten (10) working days from the date the grievance was first presented to him/her. Copies of the decision shall be provided to the employee or employees requesting the grievance decision and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by the employee.

Step 3. Grievances not resolved at step 2, may be presented in writing by the Union to the Human Resources Director, or designee within ten (10) working days of the Step 2 response. The Human Resources Director shall submit a written decision on the grievance within ten (10) working days from receipt to the employee(s) and the Union.

Step 4. In the event the decision reached by the Human Resources Director

is unsatisfactory to the parties presenting the grievance, the grievance may, within ten (10) working days, be submitted to committee comprised of two (2) union members, two (2) employees designated by the City, and a neutral mediator such as one from the Dispute Resolution Center of King County. The committee shall make a determination and the decision of this committee shall be binding.

ARTICLE 9 - WORK STOPPAGES AND EMPLOYER PROTECTION

Section 9.1 Work Stoppages - Defined

The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 9.2 Back to Work Order

Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order.

Section 9.3 Disciplinary Measures by Employer

Any employee who commits any act prohibited in this Article will be subject to the following penalties:

- A. Discharge;
- B. Other disciplinary action as may be applicable to such employee.

ARTICLE 10 - BULLETIN BOARDS

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business.

Union staff members shall be allowed to send electronic mail notices of a non-controversial nature on the City's system if the notices comply with City's policies governing electronic mail and internet use. The parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the City's equipment interfere with normal operations or service to the public.

Union Stewards may make limited use of the City's telephone, fax machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the City's electronic mail system for communications related to contract administration, provided they comply with City's policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public.

ARTICLE 11 - SAFETY AND SANITATION

Section 11.1 Compliance with Safety Codes

All work shall be done in a competent and professional manner, and in accordance with the State of Washington Code and any Federal codes relating to this subject.

Section 11.2 Unsafe Work Conditions

It shall not be considered a violation of this Agreement whereby any employee shall refuse to work with unsafe equipment, or where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonable sanitary condition. However, the employee shall be responsible to immediately report such alleged unsafe working conditions to his/her supervisor who shall immediately report it to the Superintendent.

All employees who are assigned to work on jobs or in areas deemed by the City or other state, federal agency to possibly be dangerous (e.g., spraying) shall be required to wear lawfully designated safety devices and/or equipment designated as necessary for their protection. Such devices and equipment will be furnished by the City. Refusal or failure of any employee to perform the work assigned, to use, or to wear such devices or equipment shall be grounds for appropriate disciplinary action.

Section 11.3 Chemical Applicators Premium

All employees required to maintain a Public Pesticide Operator's License in the Maintenance Worker II classification shall receive an hourly premium pay of two dollars (\$2.00) per hour for actual time spent spraying. The City agrees to pay all costs associated with the maintenance and training required to obtain and maintain a Public Pesticide Operator's License.

Section 11.4 Safety Compliance

All employees covered by this collective bargaining agreement are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to disciplinary action which may include suspension and discharge. No supervisor shall require an employee to go or be in any employment or place of employment, which is not safe according to W.I.S.H.A. standards.

Section 11.5 Immunizations

The City shall provide all benefitted full time, benefitted part-time and temporary employees in the bargaining unit who have a potential for occupational exposure to blood borne pathogens with an opportunity to receive vaccination as required by the State law and City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Subject only to the limitation expressly stated in this Agreement, the Union recognizes that the City retains the exclusive rights to manage its business including, but not limited to, the right:

- A. To determine the methods and means by which its operations are to be carried on;
- B. To direct the work force and to conduct its operations in a safe and effective manner;
- C. To establish reasonable qualifications for employment and to employ employees;
- D. To schedule and assign work;
- E. To establish work and reasonable productivity standards;
- F. To schedule, assign and mandate overtime as needed;
- G. To determine the methods, means, organization and number of personnel by which operations are conducted;
- H. To determine whether goods or services are made or purchased;
- I. To determine the utilization of technology;
- J. To evaluate, promote, transfer, assign and retain employees;
- K. To discipline, suspend and discharge employees for just cause;
- L. To carry out the mission of the City; and
- M. To take whatever actions may be necessary to carry out essential City functions in emergency conditions.

However, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 13 - PAY PERIOD

The Employer shall pay all employees twice each month. The City shall pay all benefitted employees on the fifth (5th) and twentieth (20th) of each month. In the event the fifth (5th) or the twentieth (20th) falls on Saturday, Sunday, or holiday, the pay date shall be the preceding non-holiday, business day. Any employee who is laid off or terminated shall receive all wages and any unused accumulated vacation pay due him/her on the next available payday.

The City will make every effort to ensure that employees receive their payroll checks by 12:00 noon on the designated payday.

Employees who wish to participate in the direct deposit option offered by the City for automatic deposit of paychecks to the banking institution of the employee's choice, it is

agreed that the timeliness of having funds available by 12:00 (noon) of any given payday can no longer be guaranteed by the City due to the possibility of unforeseen banking computer system problems that may arise from time to time. Employees who opt to participate in this program do not have a 12:00 (noon) guarantee insofar as the banking transfer network system is concerned. It is mutually understood that the City has no control of the timeliness of funds being available once transmitted electronically. However, it is also understood that normal paydays do occur on the 5th and the 20th of each month and that the City makes every effort to initiate the electronic transfer of employee pay one (1) business day prior to each payday to employee accounts.

The effective date for step increases shall be as follows:

For employees hired on the first (1st) of the month through and including the fifteenth (15th) of the month the increase shall occur on the first day of the month of the employee's hire date which becomes the employee's anniversary date for purposes of step increases.

For employee hired on the sixteenth (16th) through and including the last day of the month the increase shall occur on the first day of the month that follows the month of the employee's hire date which becomes the employee's anniversary date for purposes of step increases.

ARTICLE 14 - WAGES, CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 14.1 Salary Plan - Adoption

It is agreed that the classifications and rates of pay shall be as set forth in the annual budget, and in accordance with the provisions of this Labor Agreement. Salaries by classification shall be in accordance with Appendix "A" of this Agreement.

Section 14.2 Minimum Rates of Pay

Any employee already receiving a higher rate of pay than the minimum set forth in this agreement shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the City.

Section 14.3 Longevity

The following longevity premium pay shall apply:

- A. After 5 consecutive years of service - 1% of base pay
- B. After 10 consecutive years of service - 2% of base pay
- C. After 15 consecutive years of service - 3% of base pay
- D. After 20 consecutive years of service - 4% of base pay

Section 14.4 Reclassification

Reclassification of certain positions may become necessary in order to recognize major

changes in functions or responsibilities, or to align salaries within the bargaining unit in order to correct any inconsistencies.

Employees may apply for reclassification if they can demonstrate that there have been significant changes in their job, typically this means that the employee has added higher level or new duties that accounts for 50% or more of the employee's regular duties. Employees petitioning for reclassification consideration will be required to complete a position description questionnaire form. The employee's supervisor and department director will also be required to complete a section of the questionnaire. The questionnaire shall then be forwarded to Human Resources for evaluation. The union will be copied on Human Resources' conclusion.

Section 14.5 Acting/Out of Classification Pay

- A. Acting pay will be granted when an employee is temporarily assigned in writing by their Superintendent or designee to perform at least fifty percent (50%) of the higher level duties of a higher level vacant position within the bargaining unit. Acting pay will not apply for periods less than one (1) full work week and shall not exceed one (1) year. Extensions beyond the one (1) year period may be mutually agreed to between the City and the Union.
- B. Out of Classification pay will be granted when an employee is temporarily assigned in writing by their Superintendent or designee to perform at least fifty percent (50%) of the higher level duties of an existing higher level classification within the bargaining unit. Out of class pay will not apply for periods less than one (1) full work week and shall not exceed one (1) year. Extensions beyond the one (1) year period may be mutually agreed to between the City and the Union. The employee will be permanently placed in the higher level position after serving twelve (12) consecutive months less any authorized leaves with pay. The City reserves its right to cease or reassign the higher level duties at any time due to budgetary restrictions, employee performance or just cause.

Employees assigned to Acting or to work Out of Classification shall be compensated at a rate which represents a ten percent (10%) increase from their base wage, not to exceed the maximum of the higher range to which they have been assigned.

Employees assigned to Acting or to work Out of Classification to a higher classification of a non-represented position shall be compensated in accordance with City Policy.

All grievances relating to violations of this section of the contract shall be filed at Step 3.

Section 14.6 Field Supervisor

The classification of Field Supervisor will be empowered and held accountable to perform supervisory responsibilities in accordance with the City's policies, procedures, and applicable laws. Responsibilities include, but are not limited to, assisting in interviews; making recommendations to hire and train employees; planning, assigning,

directing, and evaluating work in progress and completed work; authorizing leave and hours worked; appraising subordinate work performance; recommending promotion and disciplinary actions; addressing complaints; and resolving miscellaneous personnel issues.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY - NONDISCRIMINATION

The employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, political affiliation, ancestry, national origin, sexual orientation, marital status, age, sex, gender, Vietnam era Veteran's status, mental, sensory, or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Sexual harassment shall be considered discrimination under this Article.

Disciplinary action will be taken against employees who engage in any activity under this Article. The employer agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.

The City and the Union, recognizing the need for Equal Employment Opportunities, do mutually agree to be supportive to the City's Equal Employment Opportunity Policy.

Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 16 - HEALTH CARE AND LIFE INSURANCE

Section 16.1 Medical/Dental Coverage

The City agrees to provide health care (medical/dental/vision) insurance coverage for all benefitted full-time and benefitted part-time and temporary limited term employees in the bargaining unit. Coverage will also be available for eligible dependents. The employee shall contribute toward the purchase of health care insurance coverage in accordance with the provisions of Section 16.2 of this Agreement.

The following health care plan options will be offered to eligible employees:

1. The City's self-insured 100% health care plan administered by Premera Blue Cross PPO, Washington Dental Service and VSP vision plan;
2. Group Health Cooperative (HMO), includes co-pays as required by Group Health Cooperative and VSP vision plan;
3. The City's self-insured 80/20% Traditional Plan administered by Premera Blue Cross PPO, Washington Dental Service, and V.S.P. vision; and
4. The City's self-insured High Deductible Health Plan (HDHP) administered by Premera HSA, Washington Dental Service and V.S.P. Vision and employee Health Savings Account (HSA). The City and employee will make contributions to the employee's HSA in the following amounts:

portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium paid into the employee's health care insurance program for the revised health plan.

- B. Employees shall pay nothing for the employee portion and two percent (2%) of the dependent(s) portion of the health care insurance premium paid into the employee's respective health care insurance program for option 3.
- C. Employees shall pay nothing for the employee portion and nothing for the dependent(s) portion of the health care insurance premium paid into the employee's respective health care insurance program (HDHP) for option 4. The employee shall be required to pay the minimum amounts into their HSA account in the amounts specified in Section 16.1.

The parties agree to meet prior to the expiration of this agreement to discuss future health care options.

Section 16.3 Life Insurance Coverage

The City shall pay the entire premium of double indemnity life insurance coverage for each eligible employee in the bargaining unit. The City will determine the manner in which insurance coverage is secured.

Section 16.4 Long-Term Disability Insurance (LTD)

The City shall pay the entire premium of a long term disability plan for each eligible employee in the bargaining unit. The LTD plan shall provide for coverage with a ninety (90) day elimination period, which pays at sixty six and two thirds percent (66-2/3%) of the monthly base salary stated in the plan document and pays to age sixty five (65) for eligible employees. The City will determine the manner in which insurance coverage is secured.

Section 16.5 Retiree Health Care Savings Account (VEBA)

Effective April 2012, the employee contributions and the employer contributions of twenty dollars (\$20) per month, into the Retiree Health Care Savings Account (VEBA) were discontinued. The contributions used for the Retiree Health Care Savings Account (VEBA) were reallocated into the Western Conference of Teamsters Pension (WCTPT) per Article 17; the employer contribution was equivalent to twelve cents (\$0.12) per hour.

Section 16.6 Health Care Committee

The Union will designate representative(s) to participate a Health Care Committee, one of which will be the Union's Business Agent or designee, for the purpose of negotiating health care plans and plan design.

A. Effective 1/1/14, the City will contribute 100% (front loaded) to employee's HSA account to be prorated for employee's hire date or termination date; a separated employee may be responsible to repay the overfunded amount.

B. Effective 1/1/15, the City will contribute 90% (semi-monthly) to employee's HSA account to be prorated for employee's hire date or termination date. Employee must contribute a minimum of 10% funding to their HSA account, which is seventeen dollars (\$17.00) per month for employee only coverage or thirty-four dollars (\$34.00) per month for family coverage.

C. Effective 1/1/16, the City will contribute 80% (semi-monthly) to employee's HSA account to be prorated for employee's hire date or termination date. Employee must contribute a minimum of 20% funding to their HSA account which is thirty-four (\$34.00) per month for employee only coverage or sixty-eight dollars (\$68.00) per month for family coverage.

Employees who elect option 3 (80/20 plan) or option 4 (HDHP/HSA plan), may not revert back to option 1 (100% plan). However, during the life of the contract the parties may agree to alter the City's 100% plan to meet the requirements of the Patient Protection and Affordable Care Act. Should the parties agree on a different health plan for this purpose, employees will be able to elect the revised health plan, in addition to option 2, 3, or 4.

New employees may only elect option 2 (Group Health plan), option 3 (80/20 plan), or option 4 (HDHP/HSA plan), but not option 1 (100% plan). However, during the life of the contract the parties may agree to alter the City's 100% plan to meet the requirements of the Patient Protection and Affordable Care Act. Should the parties agree on a different health plan for this purpose, new employees will be able to elect the revised health plan, in addition to option 2, 3, or 4.

However, the City reserves the right to change carriers/administrators based upon comparable benefits and cost-effectiveness of such a change.

Section 16.2 Employee Contribution - Health Care Insurance Coverage

Eligible employees shall have health care insurance coverage available. Employees shall have the option to insure dependents under plans offered, subject to the terms and conditions imposed by the carrier/administrator.

- A. Employees shall pay six percent (6%) of the employee portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium paid into the employee's respective health care insurance program for option 1 and 2. During the life of the contract, if the parties agree to alter the City's option 1 (100% plan) to meet the requirements of the Patient Protection and Affordable Care Act, employees shall pay six percent (6%) of the employee

The City agrees to provide the Union at least two (2) weeks in advance of the meeting an agenda outlining the topics which will be discussed.

The parties agree this committee shall not have the ability to alter the collective bargaining agreement or change health and welfare plan costs and/or plan design without a vote of the membership.

ARTICLE 17 - PENSION

- A. Pension for employees and contributions to Public Employees' Retirement System (PERS) will be governed by Washington state statute.
- B. Western Conference of Teamsters Pension Trust (WCTPT) - The City shall submit the amount stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its benefitted full-time, benefitted part-time, temporary limited term, variable hour, seasonal and non-benefitted part-time employees who perform the represented work as noted in Section 1.1 of this Agreement.

- Benefitted Full-Time, Benefitted Part-Time Employees. Effective January 1, 2014, employees hired prior to December 31, 2013, will have a one-time thirty-eight cents (\$0.38) per hour reallocation to their base hourly wage AND a one-time twelve cents (\$0.12) per hour reallocation, which represents the City's previous contribution to the WCTPT and recognizes the City will no longer make any further contributions to the WCTPT. This represents a total reallocation of fifty cents (\$0.50) per hour.

Employees in these classifications shall suffer a gross wage reduction of eighty-seven dollars (\$87.00) per pay period. Said reduction shall be imposed regardless of the number of hours compensated.

- Temporary Limited Term Employees. Employees in this classification shall suffer a gross wage reduction of eighty-seven dollars (\$87.00) per pay period. Said reduction shall be imposed regardless of the number of hours compensated. There shall be no City paid contribution for employees in this classification.
- Variable Hour, Seasonal, and Non-Benefitted Part-Time Employees. Employees in these classifications shall suffer a gross wage reduction of nine dollars (\$9.00) per pay period. Such wage reduction shall be imposed as long as the employee is in an active status and regardless of hours worked. There shall be no City paid contribution for employees in these classifications.
- The parties intend for this agreement to clarify that there shall be no contribution to the Trust for cash outs of vacation, compensatory time, or floating holiday upon separation of

employment. The parties do not intend to modify in any way their arrangements concerning eligibility of cash out of vacation, compensatory time, floating holiday, or other such benefits.

ARTICLE 18 - WORKERS COMPENSATION PROGRAM

Employees injured on-duty and qualified for worker's compensation shall be entitled to such benefits through the City's self-funded program as determined by statute and City Policy 6.2 – On-the-Job Injuries and Illnesses. The City will continue medical/dental and life insurance contributions on behalf of the injured employee and dependents, if applicable, as required by State law and City Policy. The employee shall be responsible for their portions of these benefit premiums.

ARTICLE 19 - VOLUNTEER PROGRAMS

The parties agree that volunteer programs can be mutually beneficial to the City, employees, and the citizens of Kent. The parties recognize that volunteerism provides a sense of community involvement and requires a commitment of time and service on behalf of the volunteer. Successful volunteer programs require leadership and coordination with employees. To that end the City is committed to working in partnership with the Union to build successful volunteer programs.

The parties agree that the City shall not lay off employees in the bargaining unit as a result of volunteer programs. The use of volunteers shall not result in a loss of existing overtime opportunities for members of the bargaining unit.

Volunteer programs may require leadership and coordination with City staff. As a result, these opportunities may become available for bargaining unit members as a result of successful volunteer programs.

The parties agree to meet in a labor-management forum to discuss new volunteer programs or work that is beyond the scope of current volunteer programs. Such programs may include, but are not limited to: youth programs, King County work training programs, adopt-a-park, adopt-a-street, internships, community service workers, Communities in Schools and work release (i.e. supervised work crew). The parties agree to meet in a labor-management forum if volunteer hours exceed 4,363 hours in a year (based on an average of 2009 and 2010 volunteer hours) or if supervised work crew hours exceed 1,542 hours in a year (based on an average of 2009 and 2010 supervised work crew hours). The previous numbers exclude hours for scouting (i.e. Eagle Scouts) projects which are not restricted by this Article.

Furthermore, the parties agree that should any concerns arise regarding a specific volunteer project those concerns shall be brought to the City's attention immediately. If the concerns cannot be resolved at that level the Union may, with just cause, request that a specific volunteer project be suspended with 10 days written notice to the City. No new activity on the project will be scheduled until such time as the parties meet in a labor-management forum. If the parties are unable to reach agreement on the specific volunteer project the City will cease activity on the project, except that any previously agreed upon scheduled events involving the volunteer project may take place, and no

new activity may be scheduled.

ARTICLE 20 - HOLIDAYS

Section 20.1 Observed Dates

The following holidays shall be paid holidays for all benefitted employees covered by this Agreement:

Holidays

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Two (2) Personal Holidays
12. Other holidays proclaimed by the Mayor or City Council

The City shall specify, each year, the date on which the above holidays shall be observed.

In recognition of the union's ratification of this contract prior to November 15, 2013, the City will provide one (1) additional personal holiday in 2014, not to exceed three (3) personal holidays in 2014. The one additional personal holiday shall be used in 2014 and not be allowed to carry forward or have any cash out value.

Section 20.2 Overtime Worked on Holidays

Employees required to work a full shift on any of the above observed holidays shall receive pay at the overtime rate. In addition, the employee may choose to receive pay for the holiday or to reschedule, with manager or designee's approval, the use of such holiday to the day before or the day after the original observed holiday. If the employee does not request for the holiday to be rescheduled, the employee shall be paid for the holiday.

All employees required to work on holidays shall receive a minimum of three (3) hours at the employee's overtime rate.

ARTICLE 21 - SICK LEAVE

Section 21.1 Accrual Rate

Benefitted full-time employees will accrue eight (8) hours of sick leave for each

continuous month of service.

Benefitted part-time employees' sick leave accrual will be pro-rated based upon the total hours compensated each month.

Sick Leave is accrued according to completed months of continuous service with the City. This is calculated from the date of employment (hire date) or rehire, whichever is later. Employees' semi-monthly sick leave credits will be posted on the payday following the accrual of such leave. For benefitted part-time employees adjustments in sick leave credits will be made the month following the month worked.

Sick leave must be accrued before it can be used. The maximum number of accumulated sick leave hours at any given time is one thousand forty (1,040).

Section 21.2 Sick Leave Incentive Program

In order to provide an incentive for using sick leave only as necessary, members of the bargaining unit shall be entitled to incentive pay for maintaining their sick leave balance at the following levels:

<u>Sick Leave Hours</u>	<u>Amount of Cash Incentive</u>
0 - 239	No incentive
240 - 479	8 hours base pay
480 - 719	16 hours base pay
720 - 959	24 hours base pay
960 +	32 hours base pay

Incentive pay would be granted in January of the following year. For purposes of determining eligibility to receive incentive pay an employee must have maintained the 240+, 480+, 720+, or 960+ hour accrual for the entire preceding calendar year. If an employee falls below one of the designated accrual levels they will not be eligible for the corresponding incentive pay.

Section 21.3 Physician's Statement

Employees who are absent for four (4) or more consecutive days due to illness or injury may be required by their manager or superintendent, upon returning to work, to submit to Human Resources a statement from a physician stating the reason for the absence. Human Resources will provide necessary coordination with or information to the employee's manager or superintendent as needed.

Section 21.4 Sick Leave Uses

Sick leave may be used by the employee for bona fide cases of:

- A. Illness or injury of the employee, which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth or to care

- for a newborn.
- C. Health care appointments.
- D. Care of family members as allowed by either State or Federal Law.
- E. For bereavement/funeral leave as allowed in Article 23 Bereavement Leave.

Sick leave shall be used in one-half hour (1/2) increments.

Section 21.5 Prompt Notification

Employees incapacitated by illness or injury shall notify the City prior to their scheduled starting time, except where there are extenuating circumstances. Notification shall occur as defined by the employee's workgroup (e.g. text); however, the employee shall not be required to make more than two (2) notifications per day. Failure of notification may result in loss of paid sick leave for that day. The supervisor may not inquire as to the employee's diagnoses or symptoms, but the employee shall indicate that the sick leave is for a family member or themselves and if the sick leave qualifies for protected leave (e.g. FMLA).

When a physician has verified in writing that the employee will be out for a clearly defined period of time, the employee will not be required to contact their crew lead or supervisor as indicated above. During periods of extended illness, employees shall keep the Human Resources Department informed as to their progress and potential date of return to work. The Human Resources Department will provide necessary information to or coordination with the employee's supervisor as needed.

Section 21.6 Sick Leave Abuse

An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with abuse of sick leave or situations where the employee has prolonged and/or frequent or regular absences, which hinder the performance of the employee's job duties or the efficiency of the department. Corrective action may include a requirement to provide physician's statements to the Human Resources Department. Abuse of sick leave may be grounds for disciplinary action.

Section 21.7 Conditions Not Covered

Employees shall not be eligible for sick leave when:

- A. Suspended or on leave without pay and when laid off or on other non-pay status.
- B. Off work on a holiday.
- C. While on vacation, unless the employee or an immediate family member is admitted to the hospital.

Section 21.8 Light Duty

In the event an employee becomes sick or disabled and cannot perform the major functions of their current position the employer may allow the Teamsters member to return to work in a light duty status. Light duty will be offered to all employees in a fair and equitable manner.

A. On The Job Injury

1. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's attending physician while continuing to be paid at the employee's normal rate of salary.
2. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time.
3. Light duty status shall not exceed six (6) months without adequate documentation from the injured worker's attending physician. Consideration of an extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer.
4. A request for light duty status will be submitted in writing or via e-mail by the employee to the Superintendent/ Manager or from the employer to the employee.
5. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty.
6. Employee refusal of a light duty work assignment will be handled in accordance with applicable Labor & Industries protocol, which may result in discontinuation of time loss payments.

B. Off Duty Illness or Injury - Reasonable Accommodations

In accordance with the American with Disabilities Act (ADA), a reasonable accommodation, in the form of light duty, may be considered when an employee is, by reason of an ADA accepted physical or mental disability, unable to perform the essential functions of his or her position.

1. In the event that light duty is determined to be a reasonable accommodation, the light duty accommodation shall be defined in a light

duty short term position description written to expressly reflect the duties to be temporarily performed by the employee with a disability.

2. From time to time, the employee's physical or mental condition and newly assigned light duties may be reevaluated by the City in accordance with the ADA.
3. Light duty status under this section shall generally not exceed six months; provided, a longer light duty period may be considered if there is a medical prognosis that the employee will be permitted to return to full employment in a reasonable period of time and such an extension of light duty is determined by the City to be reasonable in accordance with the ADA. In accordance with the ADA, the City may require a second opinion of the employee's condition and prognosis by a physician retained by the City.
4. Nothing in this section shall be interpreted to require the City to provide benefits or accommodations above and beyond those required by the ADA.

ARTICLE 22 - JURY DUTY

City shall pay the difference between jury pay and full salary in accordance with City Policy.

ARTICLE 23 - BEREAVEMENT LEAVE

Section 23.1 Bereavement Leave

Members of the bargaining unit shall receive three (3) days bereavement pay for the death of an immediate family member.

Section 23.2 Immediate Family

- A. Immediate family shall be defined as the following:
- Employee's Legal Spouse,
 - State Registered Domestic Partner as defined in RCW 26.60.030
 - Daughter or Son (step also)
 - Daughter or Son-in-law
 - Mother or Father (step also)
 - Mother or Father-in-law
 - Sister or Brother (step also)
 - Sister or Brother-in-law
 - Grandparents
 - Grandparents-in-law
 - Grandchildren (step also)

- B. Other members or non-members of the employee's family could be considered immediate family as a result of special circumstances (example: aunt or uncle with whom an employee lived, where such a person could have been regarded as a substitute parent). An employee must ask for an exception ruling from Human Resources in order to receive bereavement leave for persons classified in this category. Such request must explain the relationship of the person(s) involved, either as family or non-family members.

Section 23.3 Use of Leave

- A. In the event that the time required for immediate family bereavement leave is in excess of the three (3) days of bereavement leave, sick leave may be taken. A maximum of ten (10) days sick leave may be granted by the department director or Human Resources Director for this purpose. Distance, travel time or other factors will be considered to determine the number of sick days to be granted.
- B. If additional time is needed in addition to the three (3) days of bereavement leave and ten (10) days of sick leave, other available leave may be utilized (compensatory time or annual leave) subject to approval of the department director or Human Resources Director.
- C. Attendance at funerals of close friends and other close relatives, who do not meet the definition in Section 23.1, will not qualify for bereavement leave. It will be recognized as sick leave. Sick leave may be taken for only the actual time required to attend the funeral, but shall not exceed four (4) hours.
- D. Paid time off will not be granted when a funeral occurs during the time an employee is on annual leave, paid sick leave, or a City Holiday.
- E. Employees may be eligible to receive up to one (1) day of paid bereavement leave to attend the funeral for a co-worker. Employees must receive their supervisor's approval prior to attending such funeral service(s) to ensure the operations of the City shall not be interrupted. Former co-workers shall be considered "close friends and other relatives" as defined in paragraph C above.

Section 23.4 Request and Approval

- A. Employees shall request funeral leave in writing through their department supervisor and department director for approval.
- B. Final determination shall be made by the Department Director, in consultation with the Human Resources Director, or designee, regarding the extent to which funeral/sick leave will be granted. Distance, travel time and/or other factors will be considered to determine the number of days to be granted.

ARTICLE 24 - VACATIONS

Section 24.1 Accrual Rate

All benefitted full-time employees will accrue vacation time at the rate based on the following schedule:

<u>Years of Employment</u>	<u>Hours of leave accrued</u>	
	<u>Monthly</u>	<u>Annually</u>
1st through 4th year	8 hours	96 hours
5th through 9th year	10 hours	120 hours
10th through 12th year	12 hours	144 hours
13th through 14th year	12.67 hours	152 hours
15 th through 16 th year	13.33 hours	160 hours
17th through 19th year	14 hours	168 hours
20th through 24 th year	14.67 hours	176 hours
25 th year and thereafter	16 hours	192 hours

All benefitted part-time employees leave accrual shall be pro-rated based on the percentage of full-time hours compensated each month.

Such vacation accruals will be posted on a semi-monthly basis. Any employee who leaves employment or is involuntarily terminated within the first six (6) months of employment, will not have accrued any annual leave.

Section 24.2 Scheduling

Whenever possible, vacations will be scheduled for the convenience of the employees involved, subject to work scheduling requirements of the department. All vacation leave use must be pre-approved by the employee's Superintendent or designee; vacation shall be used in one-half (1/2) hour increments. Once a vacation is approved it will not be revoked without mutual consent.

If in the event the employee's vacation is cancelled by the City and the employee incurs a financial loss due to the City's decision, the City will reimburse the employee for any non-refundable travel expenses that have been purchased. In order to be reimbursed for the financial loss the employee must present receipts for all unreimbursed expenses.

This section shall not apply in the event of a natural disaster, threats/acts of terrorism or any declared emergency.

Section 24.3 Maximum Accumulation

The maximum vacation leave an employee may accumulate is two hundred forty (240) hours. Employees may exceed the maximum accruals during a calendar year, but shall be at or below the maximum limit as of December 31st of each year. Employees may

request carry over exceptions in writing to the Human Resources Director, or designee. Such exceptions will be approved on a case-by-case basis and shall not be precedent setting.

ARTICLE 25 - MILITARY LEAVE

The City and Union agree that members of the bargaining unit, who are members of the Washington National Guard or any Federal Reserve military unit will be entitled to be absent with pay from their duties with the City for periods of time up to a cumulative maximum of twenty-one (21) work days (a work day = regular scheduled hours of work) or twenty-one (21) consecutive work days during each year. For purpose of this section only, a year shall be defined as the period beginning October 1st and ending the following September 30th, per RCW 38.40.060 as amended in 2010.

ARTICLE 26 - EMERGENCY CONDITIONS

In the event of a natural disaster, threats/acts of terrorism, any declared emergency, or inclement weather resulting in emergency conditions the following provision shall apply:

Employees who are unable to travel safely to work or who, with supervisory authorization, request to leave before the end of their shift, shall be required to use annual leave or compensatory time to cover all hours away from work.

ARTICLE 27 - SEVERANCE PAY

Full-time employees shall, in the event of a reduction in force, be paid at the time of their separation a sum equal to twenty-two (22) days pay, not to exceed 176 hours, from which no deductions shall be made except as required by State and Federal Law. Provided, however, that no employee shall be entitled to such pay if he/she accepts any other benefitted full-time or benefitted part-time employment with the City within twenty-two (22) working days.

ARTICLE 28 - STANDARD DRESS, TOOLS AND LICENSES

Section 28.1 Uniform Allowance

- A. The City will provide an annual clothing allowance for all benefitted full-time, benefitted part-time, and temporary limited term employees (excluding the employees referenced in 28.1.B and 28.1.C) in the amount of \$450 and paid on the February 5th paycheck. The City will continue to provide one parka, one Carhartt jacket and one set of raingear to be replaced every three years or sooner as determined necessary by the Superintendent or designee. Prior to the expiration of the City's current uniform contract with Cintas (8/31/2015), the City and union agree to meet to discuss possible changes to the uniform allowance.

New benefitted full-time, benefitted part-time, and temporary limited term employees shall receive their clothing allowance within one month of hire and

will not be eligible for another clothing allowance until the completion of their one year probationary period. On the employee's first anniversary, they shall receive a pro-rated portion of the allowance. The pro-rated portion shall be figured on the number of pay periods between their anniversary date (consistent with the process used for step increases) and the end of January of the following year. For example: an employee hired on July 16, 2013, will receive \$450 in their first paycheck and then be eligible for \$225 on July 16, 2014 (12 payperiods @ \$18.75/payperiod); the employee shall then be paid the full amount on the February 5, 2015 paycheck.

Seasonal, non-benefitted part time, and variable hour employees will be provided six (6) shirts and one (1) jacket by the City and shall return the shirts and jackets to the City at separation from service.

Employees will be responsible to launder and maintain their uniforms on their own time. Employees will be allotted two hours per year, on City time, to purchase their uniforms. No overtime shall be incurred as a result of employees purchasing uniforms.

No employee shall receive more than the specified annual uniform allowance in any given calendar year. A calendar year is defined as January – December.

The City will determine the uniform options available and will provide a listing of all approved uniform options to include a listing of approved vendors. Approved uniforms will include, but may not be limited to: Carhartt pants, non-insulated Carhartt overalls, insulated Carhartt overalls/coveralls, blue work pants, t-shirts, tech-shirts, polo shirts, denim shirts, industrial shirts, and hooded sweatshirts. Nothing in this agreement shall prohibit the review and expansion of uniforms through the Labor Management process.

Employees must be properly attired in accordance with City policy and reasonable rules regarding safety. If a Superintendent does not believe an employee is dressed appropriately to reflect a positive image of the City, the employee may be required to change his/her clothing to meet the City's expectations. If the employee needs to return home to get the proper clothing, s/he shall do so without pay. Failure to consistently dress appropriately may result in disciplinary action.

It is the expectation that if clothing is contaminated employees shall not be expected to take the clothing home but rather, the City will either clean or replace the employee's clothing. The decision to clean or replace will be made by the City. To replace or clean the clothing, an employee should make a written request through their Superintendent or designee documenting the circumstances.

The maximum safety shoe allowance for benefitted full-time, benefitted part-time and temporary limited term employees shall be one hundred seventy dollars (\$170.00), plus tax, per pair, as needed.

- B. The City shall provide and launder uniforms for employees in the following classifications: Mechanic Assistant, Mechanic I, Mechanic II, Senior Mechanic and Mechanic Field Supervisor. The uniforms shall consist of 11 pairs of pants, 11 shirts, and 3 coats. Replacement of these items will be provided on an as needed basis per City/departamental policies and procedures. Coveralls shall be provided based on operational need. Employees in these classifications may substitute up to six (6) pair of pants for Carhartt pants; of these six (6) Carhartts, up to three (3) may be bib overalls. Management reserves the right to determine additional options available.
- C. Beginning October 1, 2014, the City shall provide and launder uniforms for employees in Housing and Human Services. The uniforms shall consist of 11 pairs of pants, 11 shirts, and 3 coats. Replacement of these items will be provided on an as needed basis per City/departamental policies and procedures. Coveralls shall be provided based on operational need. Employees in these classifications may substitute up to six (6) pair of pants for Carhartt pants; of these six (6) Carhartts, up to three (3) may be bib overalls. Management reserves the right to determine additional options available.

Section 28.2 Tools and Equipment Allowance

All mechanics as hired prior to 1/1/2000 will be authorized to receive three hundred fifty dollars (\$350.00), plus tax, per year for the purchase of work tools, which are on the City's approved tool list. The City shall reimburse the actual cost of mechanic tools based on a receipt and reimbursement method.

The City will provide new mechanics with a fully furnished tool box; such employees shall not be eligible for the mechanic tool allowance. Mechanics hired prior to 1/1/2000 shall have the option of switching from the allowance option to the City provided tools option at the beginning of each calendar year. Once an employee has moved to the City provided tools, the employee shall no longer be eligible for the tool allowance.

The City will also purchase air-tools. Labor-management committee reserves the right to prioritize the purchase of tools.

In addition, the City agrees to provide at its cost, the minimum, safety equipment required under W.I.S.H.A. (Washington Industrial Safety and Health Act).

The City agrees to purchase insurance to cover theft of employee owned tools from City premises required for employment. City obligation shall be limited to loss due to burglary. Employee shall comply with all terms and conditions of the insurance carrier. Deductible to be paid by the City.

Section 28.3 License/Certification Requirements

- A. Employees required to obtain licenses, certifications or physical exams shall be

responsible to obtain such within the timeline outlined in their job descriptions. Failure to do so may be grounds for disciplinary action up to and including termination.

The City shall allow the employee a reasonable amount of time off with pay to take the necessary test/exam. The City shall pay the cost of the license, certification or physical exam and/or the registration cost for reasonable training to obtain/maintain the license or certification. If the employee fails to obtain the required licenses/certifications after three attempts, the employee shall be responsible for the cost of repeating the same exam/training.

The City reserves its right to determine the reasonable licenses and certifications required for the work assigned to the positions.

- B. The City and the Union agree that the classifications listed in Appendix B identify a commercial driver's license (CDL) as an essential job requirement. However, certain positions have been identified by the City as eligible to "opt out" of the CDL program. The City maintains the right to determine which positions are eligible to "opt out" of a CDL and will provide proper notice to an employee if the needs for the position change (including up to six (6) months for an employee to obtain a CDL if his/her position will require a CDL).

If a position is eligible to "opt out", but the employee wishes to maintain his/her CDL, they may do so and continue to be included in the City's CDL program. If the employee elects to "opt out", they may do so by completing a mutually agreed to "CDL Opt Out/In Form" and the City will no longer require his/her participation in the City's CDL program nor provide payment for the maintenance of the CDL. An employee who previously "opted out" of the CDL program may "opt in" again when he/she changes positions and be allowed up to six (6) months to obtain a CDL; the employee will also complete the "CDL Opt Out/In Form". Upon obtaining the CDL, the City will include the employee in the CDL program and provide for maintenance of the CDL.

ARTICLE 29 - SUBSTANCE ABUSE TESTING

All members of the bargaining unit shall comply with City Policy 2.25 - Substance Abuse. Random testing, however, shall only apply to those employees required to carry a commercial driver's license (CDL) as a condition of employment.

ARTICLE 30 - SAVINGS CLAUSE

If any Article of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 31 - ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 32 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal and State Law. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal and State Law are paramount and shall prevail.

ARTICLE 33 - TERM OF AGREEMENT

This Agreement shall be in force and effect from January 1, 2014 through December 31, 2016.

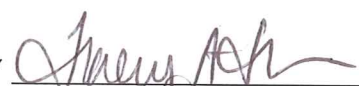
Signed this 20th day of December 2013, at Kent, Washington.

CITY OF KENT
220 4th Avenue South
Kent, Washington 98032

TEAMSTERS LOCAL UNION #117,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

14675 Interurban Ave S, Suite 307
Tukwila, WA 98168

BY 
Suzette Cooke,
Mayor

BY 
Tracey A. Thompson,
Secretary-Treasurer

BY 
Lorraine Patterson,
Human Resources Director

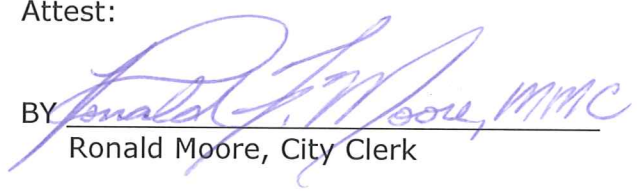
Approved as negotiated:

BY 
Teri Smith,
Labor Relations Manager

Approved as to form:

BY 
Pat Fitzpatrick, Interim City Attorney

Attest:

BY 
Ronald Moore, City Clerk

APPENDIX "A" - WAGES

In recognition of the union's ratification of this contract prior to November 15, 2013, the City will provide a 2.7% salary increase effective 9/1/13 for benefitted employees in active status after 8/31/13.

The salary schedule for positions in the bargaining unit shall be based on the above increase as follows:

Benefitted full-time, benefitted part-time, and benefitted temporary limited term employees.

- A. Effective January 1, 2014, all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive a cost of living adjustment equal to 100% of the Seattle-Tacoma-Bremerton CPI-W, June, which is 1.2%.
- B. Effective January 1, 2015, all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive a cost of living adjustment equal to 100% of the Seattle-Tacoma-Bremerton CPI-W, June, with a minimum of 1% and a maximum of 4%.
- C. Effective January 1, 2016, all benefitted classifications set forth in Appendix "B" of the bargaining unit shall receive a cost of living adjustment equal to 100% of the Seattle-Tacoma-Bremerton CPI-W, June, with a minimum of 1% and a maximum of 4%.

Temporary Employees

Temporary employees, as identified in Section 1.2.B.1, 1.2.B.2 and 1.2.B.3, shall be paid between minimum wage and seventeen dollars (\$17.00) per hour, except that the City may pay more in hourly wage as it deems appropriate to maintain a qualified workforce.

The temporary employee wage includes wages and pay in lieu of, sick leave, holidays, bereavement leave, insurance and other miscellaneous benefits.

APPENDIX "B" - BARGAINING UNIT CLASSIFICATION SCHEDULE

Benefitted Classifications (as per Section 1.2.A.1, 1.2.A.2, 1.2.A.2.a, 1.2.A.3):

<u>Classification</u>	<u>Effective 1/1/14 Salary Range</u>
Meter Reader I	Range TM17
Meter Reader II	Range TM21
Meter Reader III	Range TM25
Meter Reader IV	Range TM28
Maintenance Worker I	Range TM17
Maintenance Worker II	Range TM21
Maintenance Worker III	Range TM25
Maintenance Worker IV	Range TM29
Maintenance Worker V	Range TM30
Maintenance Technician	Range TM31
Field Supervisor	Range TM34
Mechanic Assistant	Range TM20
Mechanic I	Range TM24
Mechanic II	Range TM28
Senior Mechanic	Range TM32
SCADA Technician	Range TM34

A salary schedule will be provided by January 15th on an annual basis.

Non-benefitted temporary Laborers (as per Section 1.2.B.1, 1.2.B.2 and 1.2.B.3) shall assist the classifications listed above and be paid at least Washington state minimum wage.

APPENDIX "C" – BIDDING AND MANDATING OF OVERTIME

The purpose of this appendix is to memorialize the process for bidding and mandating overtime in the various divisions (division is defined for this purpose as reporting to a non-union manager or superintendent) and/or work group (a work group is defined as reporting to a field supervisor).

The parties recognize the importance of minimizing overtime costs and agree to work in partnership to find cost effective and sustainable ways to reduce the need for overtime. However, when overtime is the only operational way to provide services the following process will be used by employees to bid for overtime and for management to, when necessary, mandate overtime.

Seniority, for purposes of overtime bidding/mandating, shall be in accordance with Section 3.1.C of the collective bargaining agreement unless otherwise specified in this appendix. If an employee has a dispute with their ranking on the seniority list, as posted at the beginning of each year, they will have fourteen (14) calendar days from the date of posting to challenge their seniority ranking in writing to their superintendent.

PUBLIC WORKS DIVISIONS: Utilities, Water, Storm, Sewer, Street, Fleet

Overtime shall be bid by seniority from the most senior employee to the least senior employee within the work group based on seniority within the division. If all the employees within the work group decline the overtime, the overtime shall then be offered by seniority within the division. Management reserves the right to limit overtime bidding for jobs requiring specific technical experience, or specific project work, to those employees with the technical experience, or project experience (employees with the most seniority get to bid for the overtime first).

Management reserves the right to mandate overtime as needed. Mandatory overtime shall be based on reverse seniority within the work group based on seniority within the division. Crews working on special projects will be given the opportunity to volunteer to hold over and continue working at the end of their shift. The volunteer must have the ability to perform the work before it is assigned. If there are not enough volunteers management may mandate employees for overtime based on least senior employee to most senior.

PARKS DIVISIONS: Parks Operations, Golf, Facilities, Housing and Human Services

An overtime sign up list shall be created annually as of the first business day of the year and shall be established by seniority (most senior to least senior) within the division. Once established, the list shall be adjusted weekly, if necessary, by the hours of overtime worked, at the straight-time rate, resulting in the most senior employee with the most hours worked being moved to the bottom of the list. The overtime list shall be posted weekly, as necessary, and employees who are available to work overtime will be able to sign up on the overtime list.

For Capital Projects, overtime is scheduled as necessary with the crew working on the project. In the event the project crew requires additional support, and overtime is requested, staff with the required knowledge or skills needed by the project will be offered the overtime.

For volunteer events, overtime is generally assigned by the overtime list. Consideration is also given to staff that have established a relationship with the community volunteers on specific events or volunteer projects.

For purpose of community events, overtime is generally assigned by the overtime list. Consideration is also given to staff with specific knowledge, skills, or abilities as required by the event.

Overtime requiring special skills or certifications such as irrigation will be offered by seniority to the employees possessing those skills or certifications.

Mandatory overtime shall be based on reverse seniority.

All employees who call in sick on Friday and are scheduled to work the weekend will be removed from the overtime schedule to include a Monday holiday. The overtime shift shall then be reopened for employees on the overtime list to bid.

FINANCE DIVISIONS: Customer Service

At the beginning of each year, the first overtime shift available shall be offered to the most senior employee. Subsequent overtime shifts shall be rotated through all eligible staff based on seniority, starting with the next most senior employee. This process ensures that all employees have an opportunity for overtime over the course of the year, if overtime is available.

If an employee declines the overtime shift, the shift will be offered to the next most senior employee.

Overtime requiring special knowledge, skills, or abilities shall be offered by seniority to the employee possessing the required knowledge, skill, or ability.

Mandatory overtime shall be based on reverse seniority.

**APPENDIX "D" – PERSONAL LEAVE DAYS FOR TEMPORARY EIGHT-MONTH
EMPLOYEES**

1. Eligibility and Accrual: Teamsters temporary eight-month employees are eligible to accrue four (4) hours of Personal Leave for each full time month they work while in a temporary eight-month status. Accrual of Personal Leave shall begin with the fifth (5th) full-time month in an eight-month status with the City.
 - A full-time month will be defined as a month in which an employee works a minimum of ninety (90) hours.
 - The accrual and eligibility to use personal leave days shall commence on the completion of the fifth (5th) full-time month of the eight (8) month temporary employee's work assignment.
 - At the end of the eligible employee's assignment, he/she shall be given the choice to cash-out or retain all accrued personal leave days.
 - For the purpose of maintaining eligibility to accrue and retain personal leave days, the maximum furlough for an eight (8) month temporary employee shall be eight (8) months. If an employee retained his/her personal leave days and does not return to a Teamster eight (8) month assignment within the maximum furlough he/she shall be cashed-out for all personal leave time they retained. Checks will be mailed to the employee's last known address. Subsequently, if the employee is rehired into a Teamster eight (8) month assignment after a separation of eight (8) months or more, the eligibility period for accruals and use shall again commence after five (5) full-time months of service.
2. Use of Personal Leave: Teamsters temporary eight-month employees may use their accrued Personal Leave once it is posted in increments of one (1) hour or more for qualified and management-approved sick leave, vacation, holiday or bereavement leave.
3. Maximum Accrual: Teamsters temporary eight-month employees may accrue a maximum of sixty four (64) hours of Personal Leave.
4. Cash Out: Teamsters temporary eight-month employees will have their accrued Personal Leave cashed out at separation of employment with the City.
5. Conversion of Personal Leave: A Teamsters eight-month employee who is hired into a benefitted full time or benefitted part-time position with the City will have his/her accrued, unused Personal Leave converted into vacation leave. All policies and procedures surrounding the use and cash out of annual leave shall apply. However, the employee may use only the converted Personal Leave balance during the first six (6) months of employment as a benefitted employee.

This appendix will be voided upon the elimination of the 8-month temporary classification.

APPENDIX "E" - COMMUTE TRIP REDUCTION

The City shall provide a Commute Trip Reduction Program (CTR) for the employees in the bargaining unit. The CTR program may include alternate work schedules, on-site carpool and/ or vanpool parking spaces and secure bicycle parking.

